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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Alfonso G. Sandoval,  Plaintiff,  v.  Law Office of John Bouzane,  Defendant.	<b>Case No:</b> _____  <b>Complaint For Damages</b>  <b>Jury Trial Demanded</b>
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## INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter “FDCPA”), to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.
2. The California legislature has determined that the banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts and that unfair or deceptive collection practices undermine the public confidence that is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers. The Legislature has further determined that there is a need to ensure that debt collectors exercise this responsibility with fairness, honesty and due regard for the debtor’s rights and that debt collectors must be prohibited from engaging in unfair or deceptive acts or practices.
3. Plaintiff Alfonso G. Sandoval, through his attorneys, brings this action to challenge the actions of Defendant Law Office of John Bouzane, with regard to attempts by Defendant to unlawfully and abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.
4. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, which Plaintiff alleges on personal knowledge.

1 5. While many violations are described below with specificity, this Complaint  
2 alleges violations of the statutes cited in their entirety.

3 6. Unless otherwise stated, all the conduct engaged in by Defendant took place  
4 in California.

5 7. Any violations by Defendant were knowing, willful, and intentional, and  
6 Defendant did not maintain procedures reasonably adapted to avoid any such  
7 specific violation.

#### 8 **JURISDICTION AND VENUE**

9 8. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. §  
10 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

11 9. This action arises out of Defendant's violations of the Fair Debt Collection  
12 Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair  
13 Debt Collection Practices Act, California Civil Code §§ 1788-1788.32  
14 ("Rosenthal Act").

15 10. Because Defendant does business within the State of California, personal  
16 jurisdiction is established.

17 11. Venue is proper pursuant to 28 U.S.C. § 1391.

18 12. At all times relevant, Defendant conducted business within the State of  
19 California.

#### 20 **PARTIES**

21 13. Plaintiff is a natural person who resides in the City of Hesperia, State of  
22 California.

23 14. Defendant is located in the City of San Bernardino, in the State of California.

24 15. Plaintiff is a natural person allegedly obligated to pay a debt, and is a  
25 consumer, as that term is defined by 15 U.S.C. § 1692a(3).

26 16. Defendant is a person who uses an instrumentality of interstate commerce or  
27 the mails in a business the principal purpose of which is the collection of  
28 debts, or who regularly collects or attempts to collect, directly or indirectly,

debts owed or due or asserted to be owed or due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

17. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a debtor as that term is defined by California Civil Code § 1788.2(h).

18. Defendant, in the ordinary course of business, regularly, on behalf of himself, herself, or others, engages in debt collection as that term is defined by California Civil Code § 1788.2(b), is therefore a debt collector as that term is defined by California Civil Code § 1788.2(c).

19. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a consumer debt and “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f).

#### FACTUAL ALLEGATIONS

20. On or about November 21, 2011, Plaintiff is alleged to have incurred certain financial obligations.

21. These financial obligations were primarily for personal, family or household purposes and are therefore a “debt” as that term is defined by 15 U.S.C. §1692a(5).

22. These alleged obligations were money, property, or their equivalent, which is due or owing, or alleged to be due or owing, from a natural person to another person and are therefore a “debt” as that term is defined by California Civil Code §1788.2(d), and a “consumer debt” as that term is defined by California Civil Code §1788.2(f).

23. Sometime thereafter, but before August 14, 2014, Plaintiff allegedly fell behind in the payments allegedly owed on the alleged debt.

- 1 24. On or about August 14, 2014, Plaintiff made a payment that fully satisfied the  
2 alleged debt.
- 3 25. Sometime thereafter, but before October 3, 2014, the alleged debt was  
4 assigned, placed, or otherwise transferred, to Defendant for collection.
- 5 26. On or about October 3, 2014, Defendant mailed a dunning letter to Plaintiff.  
6 A few days later, Plaintiff received that letter.
- 7 27. This communication to Plaintiff was a “communication” as that term is  
8 defined by 15 U.S.C. § 1692a(2), and an “initial communication” consistent  
9 with 15 U.S.C. § 1692g(a).
- 10 28. This communication was a “debt collection” as Cal. Civ. Code 1788.2(b)  
11 defines that phrase, and an “initial communication” consistent with Cal. Civ.  
12 Code § 1812.700(b).
- 13 29. Defendant’s letter stated in relevant part: “As of October 3, 2014 the current  
14 judgment amount with accrued interest is: \$2,818.37. ***This amount incurs***  
15 ***interest at a rate of 10% annually and daily interest in the amount of***  
16 ***\$0.75.***” (emphasis in original)
- 17 30. In reality, Plaintiff owed nothing on the debt alleged.
- 18 31. Through this conduct, Defendant used a false, deceptive, or misleading  
19 representation or means in connection with the collection of a debt.  
20 Consequently, Defendant violated 15 U.S.C. § 1692e, 15 U.S.C. § 1692f(1),  
21 and 15 U.S.C. § 1692e(10) as well as Cal. Civ. Code § 1788.17.
- 22 32. Through this conduct, Defendant made a false representation concerning the  
23 character, amount, or legal status of a debt. Consequently, Defendant violated  
24 15 U.S.C. § 1692e(2)(A).
- 25 33. Defendant also failed within five days after this initial communication with  
26 Plaintiff, to provide written notification containing a statement that unless  
27 Plaintiff, within thirty days after receipt of that notice, disputed the validity of  
28 the debt, or any portion thereof, Defendant would assume the debt was valid,

1 or failed within five days after its initial communication with Plaintiff to  
2 provide a written notice containing a statement that if Plaintiff notified  
3 Defendant in writing, within the thirty-day period that the debt, or any portion  
4 thereof, was disputed, Defendant would obtain verification of the debt or a  
5 copy of a judgment against Plaintiff and a copy of such verification or  
6 judgment would be mailed to Plaintiff by Defendant and that Defendant  
7 would provide Plaintiff with the name and address of the original creditor.  
8 This omission by Defendant violated 15 U.S.C. § 1692g.

9 34. Because this omission violated the language in 15 U.S.C. § 1692g, Defendant  
10 also violated Cal. Civ. Code § 1788.17 as it incorporates 15 U.S.C. § 1692g.

11 35. Defendant, a third party debt collector, failed, in the first written notice  
12 initially addressed to Plaintiff's California address in connection with  
13 collecting the alleged debt by Defendant, pursuant to Cal. Civ. Code §  
14 1812.700, and in the manner prescribed by Cal. Civ. Code § 1812.700(b) and  
15 Cal. Civ. Code § 1812.701(b), to provide a notice to Plaintiff as prescribed in  
16 Cal. Civ. Code § 1812.700(a). Consequently, pursuant to Cal. Civ. Code §  
17 1812.702, this omission by Defendant violated the Rosenthal Act.

18 36. Subsequently, on or about January 27, 2015, Nicole Batistelli, the girlfriend of  
19 Plaintiff's son, contacted Defendant's office by telephone to inquire about the  
20 letter.

21 37. Ms. Batistelli is a "third party" as that phrase is anticipated by 15 U.S.C. §  
22 1692c(b).

23 38. During this telephone call, Ms. Batistelli spoke with Defendant's agent who  
24 divulged information about the alleged debt.

25 39. This telephone call was a "communication" as 15 U.S.C. §1692a(2) defines  
26 that term. This communication to a third party was without prior consent, or  
27 the express permission of a court of competent jurisdiction, or as reasonably  
28 necessary to effectuate a post judgment judicial remedy, and was in

1 connection with the collection of the alleged debt, and with a person other  
2 than Plaintiff, Plaintiff's attorney, a consumer reporting agency, the creditor,  
3 the attorney of the creditor, or the attorney of the debt collector. This  
4 communication to this third party was not provided for in 15 U.S.C. § 1692b.  
5 By making said communication to a third party, Defendant violated 15 U.S.C.  
6 § 1692c(b), as well as Cal. Civ. Code § 1788.17.

7 **CAUSES OF ACTION**

8 **COUNT I**

9 **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

10 **15 U.S.C. §§ 1692 ET SEQ.**

11 40. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
12 paragraphs.

13 41. The foregoing acts and omissions constitute numerous and multiple violations  
14 of the FDCPA, including but not limited to each and every one of the above-  
15 cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

16 42. As a result of each and every violation of the FDCPA, Plaintiff is entitled to  
17 any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in  
18 an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and,  
19 reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from  
20 Defendant.

21 **COUNT II**

22 **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)**

23 **CAL. CIV. CODE §§ 1788-1788.32**

24 43. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
25 paragraphs.

26 44. The foregoing acts and omissions constitute numerous and multiple violations  
27 of the Rosenthal Act, including but not limited to each and every one of the  
28 above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32

45. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendant.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that judgment be entered against Defendant, and Plaintiff be awarded damages from Defendant, as follows:

- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c).

46. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

**Hyde & Swigart**

Date: April 17, 2015

By: /s/ Alexander H. Lim  
Alexander H. Lim  
Attorneys for Plaintiff